

SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of Eight Hundred Eighty One Dollars and 24/100 (\$881.24), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Annie Mae McNeil, hereinafter referred to as "Grantor," does hereby grant, bargain and convey unto the City of Olive Branch, its successors and assigns, hereinafter referred to as "Grantee," the right, privilege and easement at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline, pipelines and other appurtenances for operation of the City Sewage System, within the confines of an area described in Exhibit 1, which is attached hereto and made a part hereof as if fully copied herein, together with reasonable access thereto.

TO HAVE AND TO HOLD said easement and reasonable access thereto unto said Grantee, its successors and assigns temporarily, where noted, and permanently, where noted in Exhibit 1.

It is understood and agreed that the purpose of this easement is for the Grantee to construct improvements to the Camp Creek Interceptor. It is further agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted easement, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted easement that will interfere with the normal operation and maintenance of the said line or lines.

It is agreed that all work by Grantee's contractor in and around the easement area shall be restored to an equal or better condition than Grantee found such area prior to the beginning of work. Grantee expressly agrees to take responsibility for such restoration and repair all areas disturbed and/or damaged during construction.

It is hereby expressly agreed that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places beyond the temporary construction easement or other areas which require extra working space, Grantee shall request in writing from Grantor temporary access to additional working space which may be necessary for construction. It is agreed that no work outside the temporary construction easement area shall take place without written consent and agreement by Grantor.

Grantor represents that the above described land is not rented at the present time.

Grantor's Address:
6105 McNeil Drive
Olive Branch, MS 38654
Bus. Tel.: 901-488-3903
Res. Tel.: 662-895-5092

Grantee's Address:
9200 Pigeon Roost Avenue
Olive Branch, Mississippi 38654
662-892-9200
662-892-9200

PREPARED BY AND RETURN TO:

Bryan E. Dye, BAR NO. 100796,
City of Olive Branch, 9200 Pigeon Roost Rd., Olive Branch, MS 38654, 662-892-9228.

GRANTOR and GRANTEE acknowledge, covenant, and/or agree

That the consideration for the conveyance of the easement rights herein conveyed, which constitutes a partial taking of GRANTOR'S property, includes compensation for damages, if any, to GRANTOR'S property occurring as a result of such partial taking, but such consideration does not include compensation for actual damages to GRANTOR'S property outside of the parcels of land hereinabove described, if such damages should occur during or as a result of the exercise of any rights conveyed herein;

That GRANTOR covenants and warrants that they are the lawful owners of the above-described property, and that this conveyance is subject to any existing covenants, easements and utilities apparent or of record.

No statement or representation of any agent or representative of the GRANTEE, or any other person pretending to represent GRANTEE, not incorporated herein, shall be a part of this Contract and shall not be deemed an inducement to the execution hereof. No alleged Oral Agreement between GRANTEE and the GRANTOR; and no Oral Promise on the part of the GRANTEE, not incorporated herein shall have any validity or effect whatsoever.

Grantor fully understands that she has the right to request a fair market value appraisal of the property and receive just compensation for the use of real property herein described and for the utility easement herein described. Grantor hereby waives her right to request the appraisal and conveys the real property for the sewer easement herein described to Grantee for the consideration stated herein.

The Temporary Construction Easement shall be of no further effect from and after six (6) months from completion of construction and removal of all equipment. Completion of construction shall be defined as occurring at the time of final payment being made by Grantee to the Contractor performing the construction work.

The Terms, Conditions and Provisions of this Grant shall extend to and be binding upon the Heirs, Successors and Assigns of the Parties hereto.

IN WITNESS WHEREOF the said Grantor has hereunto set its hand and seal, this 28th day of August, 2009.

ANNIE MAE MCNEIL

By: Annie Mae McNeil

Witnessed By:

[Signature]

APPROVED AND ACCEPTED by the
City of Olive Branch

By: [Signature]
SAMUEL P. RIKARD, MAYOR

ATTEST:

[Signature]
JUDY C. HERRINGTON, CITY CLERK

STATE OF Mississippi
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of August, 2009, within my jurisdiction, Bryan E. Dye, the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Annie Mae McNeil, whose name is subscribed hereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed his name as witness thereto in the presence of same.

Bryan E. Dye
Witness

Sheryl D. Jones
NOTARY PUBLIC

My Commission Expires:

1/26/2010



STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 8th day of October, 2009, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Tina Rena' Griffith
NOTARY PUBLIC

My Commission Expires:

Sept. 25, 2010



REVISED MAY 18, 2009

LEGAL DESCRIPTION

PARCEL NUMBER OBS-03 - UTILITY EASEMENT
TAX PARCEL NUMBER: 1069-3200.0-00009.02

BEING A LEGAL DESCRIPTION OF THE CENTERLINE OF A PROPOSED TWENTY (20) FOOT WIDE PERMANENT UTILITY EASEMENT ACROSS PART OF THE ANNIE MAE MCNEIL PROPERTY OF RECORD IN WARRANTY DEED AT BOOK 199 - PAGE 536 AT THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, SAID PROPOSED EASEMENT TO BE KNOWN FOR THE PURPOSES OF THIS DESCRIPTION AS "PARCEL NUMBER OBS-03", BEING SITUATED IN OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI AND SAID PARCEL NUMBER OBS-03 BEING DESCRIBED AS:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 6 WEST, ALL IN OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS:

A PERMANENT UTILITY EASEMENT, TEN FEET EITHER SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED PROPOSED CENTERLINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32 (CALCULATED, NOT RECOVERED), SAID SOUTHWEST CORNER AS DESCRIBED IN BOOK 61 - PAGE 170, SAID SOUTHWEST CORNER LYING AT MISSISSIPPI STATE PLANE GRID COORDINATES OF NORTHING OF 1,982,163.54 FEET AND EASTING OF 2,436,636.07 FEET (SEE COORDINATE NOTE BELOW), SAID POINT OF COMMENCEMENT LYING IN THE SOUTHERLY DEED LINE OF THE CHEROKEE DEVELOPMENT, INC PROPERTY (WARRANTY DEED AT BOOK 294 - PAGE 372); THENCE NORTH 89 DEGREES 47 MINUTES 09 SECONDS EAST ALONG SAID SOUTHERLY DEED LINE AND ALONG THE SOUTH LINE OF SAID SECTION 32 A DISTANCE OF 981.88 FEET TO THE SOUTHEAST CORNER OF SAID CHEROKEE DEVELOPMENT, INC PROPERTY, SAID SOUTHEAST CORNER AS EVIDENCED BY A FOUND PIPE; SAID PIPE ALSO LYING IN THE NORTHERLY DEED LINE OF THE R. R. BRIDGFORTH HEIRS PROPERTY (WARRANTY DEED AT BOOK 439 - PAGE 361); THENCE NORTH 89 DEGREES 37 MINUTES 54 SECONDS EAST ALONG SAID NORTHERLY DEED LINE OF THE R. R. BRIDGFORTH HEIRS PROPERTY - 33.42 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT OF BEGINNING LYING AT MISSISSIPPI STATE PLANE GRID COORDINATES OF NORTHING OF 1,982,167.43 FEET AND EASTING OF 2,437,651.37 FEET (SEE COORDINATE NOTE BELOW); THENCE ALONG THE CENTERLINE OF SAID PROPOSED UTILITY EASEMENT THE FOLLOWING BEARING AND DISTANCE: NORTH 25 DEGREES 45 MINUTES 58 SECONDS EAST (PARALLEL TO THE WESTERLY DEED LINE OF SAID ANNIE MAE MCNEIL PROPERTY) - 644.07 TO THE POINT OF TERMINATION OF SAID PROPOSED UTILITY EASEMENT, SAID POINT OF TERMINATION LYING IN THE SOUTHERLY DEED LINE OF THE SAM EDWARD MCNEIL PROPERTY (WARRANTY DEED AT BOOK 061 - PAGE 170), SAID POINT OF TERMINATION BEGINNING LYING AT MISSISSIPPI STATE PLANE GRID COORDINATES OF NORTHING OF 1,982,747.44 FEET AND EASTING OF 2,437,931.34 FEET (SEE COORDINATE NOTE BELOW).

PARCEL OBS-03 CONTAINING 0.296 ACRES OR 12,881 SQUARE FEET MORE OR LESS, SUBJECT TO RIGHT OF WAY IN ANY PUBLIC ROADS AND PUBLIC AND/OR PRIVATE EASEMENTS.

PAGE TWO

ALSO, A TWENTY (20) FOOT WIDE EASEMENT, TO BE KNOWN FOR THE PURPOSES OF THIS DESCRIPTION AS TEMPORARY CONSTRUCTION EASEMENT "A", TO BE SITUATED ADJACENT TO AND PARALLEL TO THE NORTHWESTERLY LINE OF SAID PARCEL OBS-03, SAID EASEMENT "A" CONTAINING 0.296 ACRES OR 12,883 SQUARE FEET MORE OR LESS.

ALSO, A FORTY (40) FOOT WIDE EASEMENT, TO BE KNOWN FOR THE PURPOSES OF THIS DESCRIPTION AS TEMPORARY CONSTRUCTION EASEMENT "B", TO BE SITUATED ADJACENT TO AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID PARCEL OBS-03, SAID EASEMENT "B" CONTAINING 0.591 ACRES OR 25,758 SQUARE FEET MORE OR LESS.

THE ABOVE DESCRIBED PARCELS ARE VACANT LAND.

BY GRAPHIC DETERMINATION, PARCEL OBS-03 DOES NOT LIE WITHIN THE LIMITS OF THE SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD, PER FIRM/FEMA MAP NUMBER 28033C0103G, REVISED JUNE 4, 2007.

ALL REFERENCES TO GRID BEARINGS AND MISSISSIPPI STATE PLANE GRID COORDINATES AS INDICATED IN THIS LEGAL DESCRIPTION AND ON THE ACCOMPANYING SURVEY EXHIBIT ARE UNADJUSTED, NAD 83 - WEST ZONE, SURVEY FEET, WITH A CONVERGENCE ANGLE OF 00 DEGREES 16 MINUTES 04 SECONDS AND A COMBINED FACTOR OF 0.999960391 AT THE POINT OF COMMENCEMENT OF LEGAL DESCRIPTION. GRID COORDINATE VALUES WERE DETERMINED BY GLOBAL POSITIONING SURVEY (GPS) OBSERVATION AND OPUS SOLUTION.

ALL MATTERS OF PUBLIC RECORD ARE RECORDED AT THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

BEARINGS ARE RELATIVE TO MISSISSIPPI STATE PLANE GRID NORTH (NAD 83 - WEST ZONE).



**Pickering
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Planning · Architecture
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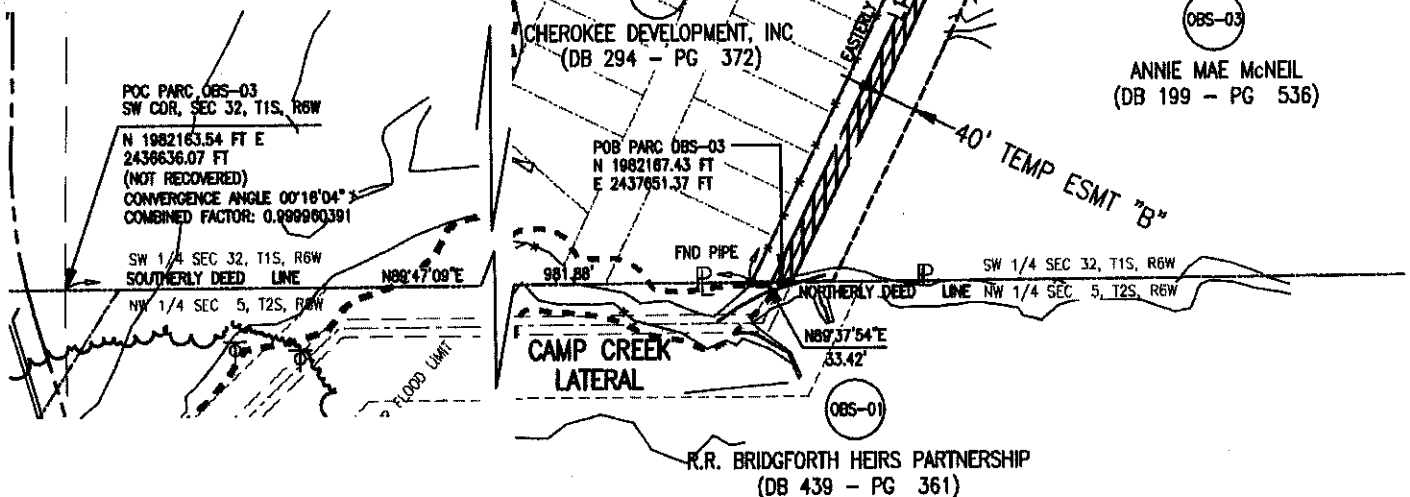
1760 Madison Avenue
Memphis TN 38104

901-728-0810
FAX 901-272-0811

GRID NORTH
[MS WEST - NAD83]



ANNOTATED LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N25°45'58"E	644.07'



PERMANENT 20 FOOT WIDE UTILITY EASEMENT REQUIRED: 0.296 ACRES (12,881 SQ FT)
 20 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT "A" REQUIRED: 0.296 ACRES (12,883 SQ FT)
 40 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT "B" REQUIRED: 0.591 ACRES (25,758 SQ FT)

DENOTES PERMANENT UTILITY EASEMENT

DENOTES TEMPORARY CONSTRUCTION EASEMENT

DENOTES FOUND PROPERTY CORNER

BY GRAPHIC DETERMINATION, THIS PARCEL DOES NOT LIE WITHIN THE LIMITS OF THE SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD, PER FIRM/FEMA MAP NUMBER 28033C0103G, REVISED JUNE 4, 2007

THIS EXHIBIT MEETS THE MINIMUM REQUIREMENTS FOR A CLASS A BOUNDARY SURVEY PER MISSISSIPPI CODE ANNOTATED

BEARINGS AND COORDINATES SHOWN ON THIS PLAT ARE RELATIVE TO MISSISSIPPI STATE PLANE COORDINATE SYSTEM [NAD83 - MISSISSIPPI WEST ZONE]

THIS PARCEL IS SUBJECT TO RECORDED, UNRECORDED, OR MIS-INDEXED INSTRUMENTS OR EASEMENTS WHICH MIGHT BE REVEALED BY A CURRENT TITLE EXAMINATION OF SAID PARCEL

PARCEL NO: OBS-03
TAX ID: 1069-3200.0-00009.02

ANNIE MAE MCNEIL		
20' WIDE UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS		
OLIVE BRANCH SANITARY SEWER INTERCEPTOR		
* SITUATED IN THE SW 1/4 OF SECTION 32, TOWNSHIP 1, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI		
DRAWN BY: jra	DATE: REVISED 05/18/09	SHEET NUMBER 1 OF 1
REVIEWED BY: WHW	SCALE: 1" = 200'	